

20-06193

SECRET

Executive Registry

80-1670

17 July 1980

OGC Has Reviewed

MEMORANDUM FOR THE RECORD

SUBJECT: Conversation with Secretary of State,  
16 July 1980 (U)

25X1A



25X1A

STANSFIELD TURNER  
Director

25X1

SECRET

# EXECUTIVE SECRETARIAT (O/DCI)

## Routing Slip

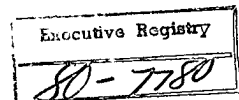
TO:

		ACTION	INFO	DATE	INITIAL
1	DCI		X		
2	DDCI		X		
3	DD/RM				
4	DD/NFA	3	1,2,9		
5	DD/CT		9,11		
6	DD/A				
7	DD/O		1,2,4,7,8,9,10		
8	DD/S&T		11		
9	GC	5			
10	LC				
11	IG				
12	Compt				
13	D/PA				
14	D/EEO				
15	D/Pers				
16	AO/DCI				
17	C/IPS				
18	PB/NSC		X		
19	OPA/LA		2		
20	C/LA/DDC	2	4		
21	SA/DCI/Comp.	5			
22	SA/DCI/CI		D		
SUSPENSE DATE:					
ES			X		

Remarks:

Paragraphs extracted for action or information as indicated above.

STATINTL



OGC 80-07410

Honorable Edmund S. Muskie  
Secretary of State  
Washington, D.C. 20520

Dear Ed:

When we met on 16 July 1980 one of the topics we discussed was the proposed uniform nondisclosure agreement that would be part of the new APEX Security System. You indicated that you had concerns about what you viewed to be the broad reach of the pre-publication review, based on your lawyers' interpretation of the draft agreement.

Subsequent to that meeting I asked my General Counsel, Dan Silver, to get together with Bob Owen and try to iron this matter out. Dan reports to me that he and members of his staff have worked with Owen and others in his office and reached agreement on revisions in the language of the agreement; these make clear that the scope of the pre-publication review is much narrower than you had been informed previously.

Accordingly, I have decided to promulgate the agreement in the revised form. Enclosed is a memorandum I will be sending shortly to the members of the NFIB for this purpose. I recognize in doing so that the nondisclosure agreement may not be entirely satisfactory to everyone affected by it, but it seems unlikely that universal satisfaction ever can be achieved on a subject like this. The President has directed me to implement the new APEX system and I feel it important that we do so in a timely and effective fashion that will make it clear to the Congress and other observers that the Executive Branch is indeed serious about protecting sensitive intelligence source and method information from unauthorized disclosure. In view of our discussions, I did want to tell you of the action I am taking and to assure you that significant changes to the agreement were made to meet your concerns.

Yours,

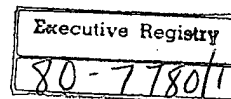
STANSFIELD TURNER

Enclosure

Unclassified When  
Separated from Enclosure

CONFIDENTIAL

## NATIONAL FOREIGN INTELLIGENCE BOARD



## MEMORANDUM FOR NATIONAL FOREIGN INTELLIGENCE BOARD

SUBJECT: APEX Nondisclosure Agreement

1. This memorandum distributes for your information the uniform Nondisclosure Agreement required by Paragraph 16c of the APEX Security Policy Manual for Government as a prerequisite for access to Sensitive Compartmented Information (SCI) under the APEX Control System. I recognize that the attached text is the result of a series of compromises and does not, consequently, meet the individual preferences of each NFIB Agency or Department. I believe, nevertheless, that it contains those elements necessary to comply with the President's exhortation that "We might tighten our controls on sensitive intelligence information." (C)

2. I am aware that for various reasons the several NFIB organizations have been unable to agree on a single repository for NdAs. I accept that conclusion, but it imposes some clear requirements on each NFIB Agency and Department:

- To fulfill its function, each NdA must be held as long as its signer is physically capable of violating it; that is, while the signer lives. Retention, then, must cover the reasonable life expectancy of the population involved.
- Each Department or Agency must provide for this retention in records control schedules approved by the Archivist of the United States. If the NdA is to be held in other than paper form, e.g., in microform, it must be produced and maintained in accordance with Federal Property Management Regulations (41 C.F.R. 101-11).
- Each Department or Agency must be able to guarantee, without delay, the existence of the NdA to other concerned organizations, especially the Department of Justice.

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CONFIDENTIAL

I would like each NFIB organization to advise the APEX Control Staff when steps have been taken to fulfill these requirements. (C)

3. Printed stocks of the NdA will be available through the APEX Steering Group. A set of "Questions and Answers," covering the implications of the Agreement as a whole and its several paragraphs, will be distributed shortly via the APEX Steering Group for use by persons conducting the APEX conversions and subsequent SCI indoctrinations. If uncertainties remain after reviewing these explanations, additional guidance can be requested from my legal staff or the APEX Steering Group. (U)

4. Please note that when printed the NdA will fit on one page (both sides). It is approximately the same length as the Secrecy Agreement (Form 4066) that it will replace. (U)

STANSFIELD TURNER  
Chairman

Attachment:  
Nondisclosure Agreement

18 AUG 1980

An Agreement Between \_\_\_\_\_ and the United States

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information protected within the APEX Special Access Control System, hereinafter referred to in this Agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information protected within the APEX system involves or derives from intelligence sources or methods which the Director of Central Intelligence has the responsibility to protect, and is classified or classifiable under the standards of Executive Order 12065 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented Information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures. I understand that I may be required to sign an appropriate acknowledgment

upon being granted access to each category of Sensitive Compartmented Information within the APEX Special Access Control System. I further understand that all my obligations under this Agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) which last authorized my access to Sensitive Compartmented Information. I further understand that I am obligated by law and regulation not to disclose any classified information in an unauthorized fashion.

4. In consideration of being granted access to Sensitive Compartmented Information and of being assigned or retained in a position of special confidence and trust requiring access to Sensitive Compartmented Information, I hereby agree to submit for security review by the Department or Agency which last authorized my access to such information, all information or materials, including works of fiction, which contain any

Approved For Release 2002/08/28 : CIA-RDP81B00401R002300390004-4 Sensitive  
mention of intelligence data or data derived from Sensitive  
Compartmented Information or which contain data derived from  
Sensitive Compartmented Information, that I contemplate  
disclosing to any person not authorized to have access to  
Sensitive Compartmented Information or which I have prepared for  
public disclosure. I understand and agree that my obligation to  
submit such information and materials for review applies during  
the course of my access to Sensitive Compartmented Information  
and thereafter, and I agree to make any required submissions  
prior to discussing the information or materials with, or  
showing them to, anyone who is not authorized to have access to  
Sensitive Compartmented Information. I further agree that I will  
not disclose such information or materials to any person not  
authorized to have access to sensitive Compartmented Information  
until I have received written authorization from the Department  
or Agency that last authorized my access to Sensitive Compartmented  
Information that such disclosure is permitted.

5. I understand that the purpose of the review described  
in paragraph 4 is to give the United States a reasonable  
opportunity to determine whether the information or materials  
submitted pursuant to paragraph 4 set forth any Sensitive  
Compartmented Information. I further understand that the  
Department or Agency to which I have submitted materials  
will act upon them, coordinating within the Intelligence  
Community when appropriate, and make a response to me within  
a reasonable time, not to exceed 30 working days from date of  
receipt.



6. I have been advised that any breach of this Agreement may result in the termination of my access to Sensitive Compartmented Information and retention in a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency which provides me with access to Sensitive Compartmented Information. In addition, I have been advised that any unauthorized disclosure of Sensitive Compartmented Information by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798 and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. . Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

8. I understand that all information to which I may obtain access by signing this Agreement is now and will

forever remain the property of the United States Government.

I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials which may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

9. Unless and until I am released in writing by an authorized representative of the Department or Agency which last provided me with access to Sensitive Compartmented Information, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Sensitive Compartmented Information, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns Sensitive Compartmented Information and does not set forth such other conditions and obligations not related to Sensitive

Compartmented Information as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12065, as amended, so that I may read them at this time, if I so choose.

12. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication or revelation not consistent with the terms of this Agreement.

13. I make this Agreement without any mental reservation or purpose of evasion.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Social Security Number  
(See Notice Below)

\_\_\_\_\_  
Date

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

WITNESS AND ACCEPTANCE:

Signature

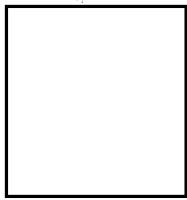
Organization

Printed Name/SSN (See Notice Below)

Date

NOTICE

The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.

TRANSMITTAL SLIP		DATE
TO: <i>DCI</i>		
ROOM NO.	BUILDING	
REMARKS:  <i>You discussed w/ ZB - not sure if you have sent to Munroe</i>  		
FROM: <i>ABC</i>		
ROOM NO.	BUILDING	EXTENSION